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September 21, 1999

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VIA FACSIMILE

Mr. David Thomas
3525 Falling Springs Rd.
Cahokia, IL 62206

**Re: 3505 Falling Springs Rd., Cahokia, IL 62206
Part of Parcel No. 01-35.0 204-006**

Dear Mr. Thomas:

On February 26, 1999, April 19, 1999, and May 24, 1999, Solutia Inc. ("Solutia") forwarded to you a proposed Access Agreement to permit Solutia to access property you own in St. Clair County. The sole purpose of this access is to perform sampling activities as required by a January 21, 1999, Administrative Order by Consent between Solutia and the U.S. Environmental Protection Agency ("U.S. EPA").

It is my understanding that you spoke recently with Michael McAteer of U.S. EPA regarding this agreement. Per Mr. McAteer's request, I am forwarding to you via facsimile an Access Agreement for your signature. Please note that Provision 4 of this agreement states that Solutia shall provide you with a copy of the final test results and analytical data from work performed on your property, as incorporated into the Final Reports approved by U.S. EPA.

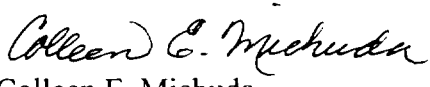
Please sign this agreement at your earliest convenience, and return it to me at the above address. You may also return the agreement to me via facsimile (552-7563). I will then return a copy of the agreement, signed by Solutia, to you for your records.

If you have any questions, please do not hesitate to call. Thank you for your time and consideration to this matter.

Mr. David Thomas
September 21, 1999
Page 2

Very truly yours,

Thompson Coburn LLP

By 
Colleen E. Michuda

CEM/gao

Enclosures

cc: D. Michael Light
Michael McAteer
Thomas Martin, Esq.

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between David Thomas, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, David Thomas is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. David Thomas hereby grants to Solutia a revocable license to enter upon real property owned by David Thomas located at 3505 Falling Springs Road, part of parcel number 01-35.0 204-006 (01-35.0 204-008), for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. Solutia shall provide David Thomas with a copy of the final test results and analytical data with respect to work performed on David Thomas' property, as incorporated into the Final Reports approved by U.S. EPA. All copies shall be made at David Thomas' expense.

5. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

6. David Thomas shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which David Thomas has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

PARCEL NUMBER(S):
part of parcel number 01-35.0 204-006 (01-35.0
204-008)

SOLUTIA INC.

BY: _____
TITLE: _____